**UNITED STATES OF AMERICA**
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**
**DIVISION OF JUDGES**
**NEW YORK BRANCH OFFICE**

**ATLANTIC COMMUNICATIONS CORP.**

**AND** **CASE NO. 2-CA-36066**

**IGNACIO VENTURA**

*Simon Koike Esq*. Counsel for the General Counsel
*Carmen Pacheco Esq*., Counsel for the Respondent

## DECISION

### Statement of the Case

Raymond P. Green, Administrative Law Judge. I heard this case in New York, New York on September 13, 2004. The charge and amended charge in this proceeding was filed on February 3, 2004 and March 23, 2004. The Regional Director of Region 2 issued a Complaint and Notice of Hearing on May 25, 2004. [1] In substance, the Complaint alleged

1. That on or about January 31, 2004, the Respondent's employees including Ignacio Ventura, Andy Mota, Wascar Tejeda, Hector Prensa, Julio Del Orbe, Luis Rodriguez, Jose Marte, Juan Almonte, Maximo Acevado, Manuel Hinojosa, Alex Justo and Henry Tejada concertedly complained to the Respondent about their wages and other terms and conditions of employment and engaged in a work stoppage in an effort to get the Respondent to agree to discuss back charges in their pay.

2. That on or about February 2, 2004, the Respondent by Faraz Khan, its supervisor and agent, discharged employees Ignacio Ventura, Andy Mota, Wascar Tejeda, Hector Prensa, Julio Del Orbe, Luis Rodriguez, Jose Marte, Juan Almonte, Maximo Acevado, Manuel Hinojosa, Alex Justo and Henry Tejada because of their protected concerted activities described above.

3. That on or about February 2 and 7, 2004, the Respondent by Steven Roberts, its operations manager, threatened employees with blacklisting at other employers because of their protected concerted activities.

4. That during the period from February 2004 through March 2004, the Respondent

[1] This Complaint was served on the Respondent and upon its Counsel Bruce Feffer Esq., who has an office at 61 Broadway, New York, New York, 10006. I therefore assume that Mr. Feffer was retained by the Respondent to represent it during the investigation of the charge.

prevented certain employees from obtaining employment elsewhere because of their protected concerted activities.

The Respondent by its previous counsel, Bruce Feffer, filed an Answer to the Complaint dated June 6, 2004. Mr. Feffer thereafter filed an Amended Answer dated June 29, 2004. In both documents, Counsel asserted that the individuals involved were not employees but were independent contractors. The Respondent also asserted that by virtue of their contracts, the individuals at issue were required to arbitrate any disputes they had with the Respondent with the American Arbitration Association. [2]

At the opening of this hearing on Monday September 13, 2004, the Respondent by its President, Edmund Yu, requested an adjournment after notifying me that he had just retained counsel on Friday, September 10, 2004 and that his counsel was unavailable to appear at the hearing. As Mr. Yu admitted that his former attorney had either been discharged or resigned about two months earlier and that he had not sought to obtain new counsel until the week before the hearing was scheduled, I denied his adjournment request and directed the General Counsel to go forward with his evidence. [3]

On the entire record, including my observation of the demeanor of the witnesses, and after considering the brief filed, [4] I make the following

## Findings of Fact

### I. Jurisdiction

The Respondent's Answer and amended Answer denied the jurisdictional allegations of the Complaint. The General Counsel introduced into evidence, through the testimony of Edmund Yu, a commerce questionnaire that he filled out, signed and returned to the Board's regional office on or about March 2, 2004. In substance, his responses were that Atlantic Communications Corp., was a New York corporation, with its principal place of business located at 42-26 28th Street, Long Island City, New York and was engaged in the business of installing satellite television receivers as a subcontractor for Direct-TV and other satellite television

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[2] Even assuming that the Respondent proved that such agreements existed, a private agreement between an employer and an employee would and should not require the Board to defer its own jurisdiction over unfair labor practices. In this respect, I note that individual employment contracts are fundamentally different from collective bargaining agreements that contain arbitration provisions. In the latter case, the parties to collective bargaining agreements are collective entities, and in the case of a labor organization, one which normally has experience, expertise and sufficient financial recourses to present claims before arbitrators who normally have some knowledge of or experience with the National Labor Relations Act.

[3] A copy of my Order is attached hereto as Appendix A.

[4] While denying the Respondent's Motion to Reopen, I did extend the time to file briefs until November 5, 2004. And on Friday, November 5, at the Respondent's request, the time for filing briefs was further extended to November 9, 2004. The Brief filed by the Respondent reasserts the argument that the charging party and the individuals alleged as discriminates were independent contractors. In support of this argument the Respondent's new counsel proffered, with its Brief, affidavits from Mr. Yu and Kevin Lewis along with other documents that the Respondent asserts would prove its position. This proffer is basically in the nature of an offer to prove what the Respondent should have presented at the hearing. It therefore is rejected.

providers. Mr. Yu acknowledged that the Company, during the preceding 12 months, had gross revenues in excess of $1,000,000 and gross revenues in excess of $50,000 from the sale or performance of services directly to customers located outside the state in which it was located. He further wrote that during the past year, the Company purchased materials or services valued in excess of $50,000 from directly outside the state in which it is located.

Accordingly, based on the above, I find that the Respondent is an employer engaged in interstate commerce within the meaning of Section 2(2), (6) and (7) of the Act. *Siemons Mailing Service*, 122 NLRB 81 (1959).

## II. Alleged Unfair Labor Practices

In January 2004, Atlantic had about 15 to 20 installation technicians who were dispatched from its main office to install satellite dishes and hook them up to customer's television sets. The Operations manager at the Elmsford location was Steven Roberts and the supervisor was "Jay" Faraz Khan. The Charging Party was one of the installation technicians.

In the Answers filed by its previous attorney, he asserted that the technicians did not receive wages reported on Form W-2 or any benefits; that they worked on a per assignment bases; that they signed agreements stating that they were independent contractors; that they had the option to be unavailable for work; that they were required to warranty their work and obtain their own liability insurance; that they were responsible for damages during the course of their work; that they were subject to retainage withholdings and charge backs; and that they agreed to hold the Respondent harmless and indemnify it for any liability resulting from their work. In sum, the Respondent asserted that the individuals involved were not employees as defined in the Act, but rather were independent contractors.

The evidence shows that the all of the technicians reported every morning to the Company's Elmsford facility where Khan gives them their work orders for the day. These orders consisted of the customer's name, address and a description of the work to be done at the customer's home. Khan then gives the technicians the necessary equipment, from the Company's stock room, to fulfill these orders. At this point, the technicians leave the premises in vans, (that they own), and go out on the road to deal with customers. At each installation site, the technician is required to make several phone calls from the customer's home; one to DirectTV to activate the service and the second to Khan or the Respondent's secretary to close out the job. While on the road, Khan calls the technicians at regular intervals to check on whether they are on time for their appointments and to make any changes in their daily schedules. (For example, a customer may call up to change an appointment, whereupon Khan will call the technician to change his assignment). If a customer wanted to change his or her order, (for example add another line), the technician had to call the Company for approval to change the work order that he had been given in the morning. When the technician completed his work at a customer's home, the customer is asked by someone at the Respondent's home facility if the technician had charged for anything, and if so, the technician had to document the additional work that was done and paid for.

After the technician completes his last job of the day, he is required to call in to the Respondent, after which he is free to go home.

The evidence shows that the technicians worked exclusively for the Respondent, did not have their own businesses, and although purportedly free to turn down assignments, they did so at the peril of getting less advantageous or no assignments in the following days.

The technicians were paid by the job and they were all subject to the same price schedule that was unilaterally established, (and at times unilaterally changed), by the Respondent. The evidence shows that there were no variations between the price arrangements between the Company and any of the technicians. And no evidence that there was ever any real negotiations conducted between the Company and any of the people whom it used to install the dishes. With respect to their earnings, the technicians were back charged an amount if they were late for an appointment. Additionally, the Company withheld 10% from the technicians' paychecks up to a maximum of $5000 to cover the cost of equipment disbursed to them by the Company each morning.

The Respondent maintained a variety of policies and procedures that were binding on the technicians. The technicians were required to carry company provided photo identification badges and were required to wear a company uniform. Also, the Company provided them with magnetic "DirectTV" signs that they were required to affix to their vans. Technicians were required to give ten days notice before taking any time off. Technicians could not effectively refuse a particular job or route and could not refuse any additional installations that they may be assigned to by Khan during the course of their workday.

In the summer of 2003, various employees complained to Khan about not being paid for work that they had performed. He told them that he would check the office and try to solve the problem. Thereafter, the technicians collectively refused to go to work until someone from the Company's corporate office explained why they were not getting paid. Later in the day, the technicians were told that the problem had been solved and for a period of time thereafter, until January 2004, there were no problems.

On January 31, 2004, (Saturday), many of the technicians discovered that the Company had deducted back charges from their earnings. (Acevado had $135 deducted). Also employee Mota discovered that he hadn't been paid for all of the work that he had done during the preceding week. Together, the technicians told Khan that they would not continue to work until their pay problems were fixed. In addition, they handed Khan a signed petition listing a group of demands including "No work due to back charge."

Khan said that he would try to fix the problem but another manager named Alan told the technicians that they couldn't do anything because it was up to "Corporate." As the technicians demanded that someone from corporate come down and talk to them, and as no one did, they concertedly ceased working. [5]

Later in the day, Mota received a voice mail from Steve Roberts who invited him to talk about the problem. Mota stated that if Roberts wanted to talk about the problems, he would have

[5] Among the technicians who engaged in the concerted work stoppage were Maximo Acevado, Ignacio Ventura, Juan Almonte, Andy Mota, Manny Hinojasa, Jose Marte, Alex Justo, Wascar Tejeda, Henry Tejada, Julio El Orbe, Luis Rodriguez and Hector Prensa.

to talk to the technicians as a group.

On Monday, February 2, 2004, Mota went to the Company's office in the morning but when he tried to enter, he was told by Robert Garcia that he couldn't enter because he was fired. Nevertheless, later in the morning, Roberts and Khan invited him to the office. After some time passed, Roberts and Mota had a conversation and Roberts asked what the problems were. Mota explained the technician's grievances. Although Roberts said he would look into them, he also stated that the Company was going to back charge each of the technicians $250 for the day because they had not showed up for work. Mota testified that at the end of the conversation and after no resolution was reached, Roberts stated that he was going to make a blacklist and that the technicians would not be hired by the Respondent or anyone else.

On Tuesday morning, February 3, 2004, the technicians showed up at the Respondent's office. However, when they arrived, Khan told them that they had been fired and that they would not be allowed to enter the building.

According to Mota, he got a job at another satellite installation company in New Jersey, but that after a week he was fired. He testified that his supervisor told him that he was on a black list and that the Company could not give him any work.

## III. Analysis

Although the technicians in this case executed contracts that purportedly classified them as independent contractors, [6] it is my opinion, that the Employer exercised substantial control over the methods and means by which they did their jobs. Moreover, the evidence establishes to my satisfaction that the relationship between the technicians and the Employer offered the technicians no meaningful negotiating power *vis a vis* the Employer who has unilaterally established their rates of pay, hours of work and other terms and conditions of employment. Nor might I add, could the technicians change or alter the pricing structure that the Employer charges its customers. That is, there are no goods or services that the technician can offer to a customer which are independent of the Respondent and by which the technician can derive any extra income.

In determining whether an individual is an employee or an independent contract, the burden of proof is on the party asserting that the individual is not an employee. *Community Bus Lines/Hudson County Executive Express,* 341 NLRB No. 61. (2004). (The same burden also exists for the party who asserts that an individual is a supervisor.)

As stated in *Air Transit*, 271 NLRB 1108, 1110, (1984) and reiterated in *Yellow Cab of Quincy, Inc*., 312 NLRB 142 (1993);

> Where the one for whom the services are performed retains the right to control the manner and means by which the result is to be accomplished, the relationship is one of employment; while, on the other hand, where control is reserved only as to the result sought, the relationship is that of an independent

[6] I note that the actual contracts were not offered into evidence.

contractor. The resolution of this question depends on the facts of each case, and no one factor is determinative.

In *BKN, Inc*., 333 NLRB No. 14, (2001), the Board listed a number of factors to be taken into account. These include: (a) The extent of control that the employing entity exercises over the details of work; (b) Whether or not the one employed is engaged in a distinct occupation or business; (c) The kind of occupation, including whether in the locality, the work is usually done under the direction of the employer or by a specialist without supervision; (d) The skill required in the particular occupation; (e) Whether the employer or the workman supplies the instrumentalities, tools, and the place of work for the person doing the work; (f) The length of time for which the person is employed; (g) The method of payment, whether by the time or by the job; (h) Whether or not the work is part of the regular business of the employer; (i) Whether the parties believe they are creating the relation of master and servant; and (j) Whether the principal is or is not in business. [Restatement of the Law of 220 Agency 2d, pp. 485-486.]

The Respondent may rely on the fact that the technicians own their own vans and that at least one has, at times, hired and paid an assistant to work with him. But in my opinion, neither of these facts, while relevant, can overcome the other evidence that shows the degree to which the Respondent controls these technicians in the performance of their duties. Also, I think that the evidence shows the lack of entrepreneurial opportunity available to the technicians. *Roadway Package System, Inc*., 326 NLRB 842, 851-852; *Community Bus Lines/Hudson County Executive Express*, 341 NLRB No. 61 (2004).

After complaining, on several different occasions about their failure to get paid the proper amounts, the technicians engaged in a concerted work stoppage on January 31, 2004. This work stoppage was caused by the employees' demands that the Employer's representatives meet with them to resolve their pay claims. The evidence establishes that on February 3, 2004, the Respondent told the technicians that they were discharged because of this work stoppage. And since this concerted action was in furtherance of claims relating to their pay and working conditions, the technicians' behavior constitutes concerted protected activity as defined in Section 7 of the Act. Accordingly, the Respondent's discharge of these employees for this activity constitutes a violation of Section 8(a)(1) of the Act. *John Kolka d/b/a Kolka Tables and Finnish-American Saunas*, 335 NLRB 844.

In addition to the above, the General Counsel presented evidence proving that the Respondent, by Roberts, made statements to Mota threatening to blacklists him and the other strikers from the industry. Indeed, Mota testified that after obtaining another job, he was released from that job and was told that this was because of a blacklist. [7] In this regard, I conclude that the Respondent also violated Section 8(1)(1) of the Act.

**Remedy**

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

[7] I do not know if Mota filed an unfair labor practice charge against this other company.

The Respondent having discriminatorily discharged Ignacio Ventura, Andy Moa, Wascar Tejeda, Hector Prensa, Julio Del Orbe, Luis Rodriguez, Jose Marte, Juan Almonte, Maximo Acevedo, Manuel Hinojosa, Alex Justo and Henry Tejada, it must offer them reinstatement and make them whole for any loss of earnings and other benefits, computed on a quarterly basis from the date of their discharge to the date of their reinstatement or a valid reinstatement offer, less any net interim earnings, as prescribed in *F.W. Woolworth Co*., 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). See also *Florida Steel Corp*., 231 NLRB 651 (1977).

I further recommend that the Respondent be required to expunge from its records any reference to the unlawful discharges.

Finally, I recommend that the Respondent retract any blacklist or negative references that the Respondent may have given to prospective or actual employers of the above named employees and to notify the employees that this has been done.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended: [8]

**ORDER**

The Respondent, Atlantic Communications Corp., its officers, agents, successor, and assigns, shall

1. Cease and Desist from

(a) Discharging or threatening to discharge employees because of their protected concerted activity of engaging in work stoppages with respect to their complaints about their wages, hours or other terms and conditions of employment.

(b) Threatening to blacklist, or blacklisting employees for engaging in protected concerted activity.

(c) In any like or related manner, interfering with, restraining or coercing employees in the exercise of their Section 7 rights.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer Ignacio Ventura, Andy Moa, Wascar Tejeda, Hector Prensa, Julio Del Orbe, Luis Rodriguez, Jose Marte, Juan Almonte, Maximo Acevedo, Manuel Hinojosa, Alex Justo and Henry Tejada, full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their

[8] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

seniority or any other rights or privileges previously enjoyed and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them in the manner set forth in the Remedy section of this decision.

(b) Within 14 days from the date of this Order, remove from its files any reference to the unlawful actions against the above named employees and within 3 days thereafter, notify them in writing, that this has been done and that the discharges will not be used against them in any way.

(c) Retract any blacklist and/or negative references given to prospective or actual employers of the above named employees.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post at its facilities in New York, copies of the attached notice marked "Appendix B." [9] Copies of the notice, on forms provided by the Regional Director for Region 2, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In addition, since the evidence shows that the employees do not often go to the Company's home facility, but rather are dispersed at various locations in New York City, the Respondent shall mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondents at any time since April 16, 2003.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C.

Raymond P. Green
Administrative Law Judge

[9] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

**UNITED STATES OF AMERICA**
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**IGNACIO VENTURA**

## ORDER DENYING MOTION TO REOPEN

On October 5, 2004, Counsel for the Respondent filed a Motion to Reopen the hearing that had been held on September 13, 2004. Based on the circumstances described below, I am going to deny this Motion.

The charge and amended charge in this proceeding were filed on February 3, 2004 and March 23, 2004. A Complaint and Notice of Hearing was issued on May 25, 2004. [10] In substance, the Complaint alleged that the Respondent discharged and engaged in other retaliatory acts against a group of employees who complained about their wages and working conditions and engaged in a work stoppage in support of those complaints.

The Respondent by its then attorney, Bruce Feffer, filed an Answer to the Complaint dated June 6, 2004. Mr. Feffer thereafter filed an Amended Answer dated June 29, 2004. In both documents, he asserted that the individuals involved were not employees but were independent contractors. There was therefore, no question but that the Respondent was on notice that it was being accused of discharging and taking actions against certain named individuals who allegedly engaged in a concerted protest regarding their compensation. Nor was it any secret that the Respondent was asserting as a defense, that the individuals affected were independent contractors and not employees covered by the National Labor Relations Act.

The hearing in this matter had been scheduled for September 13, 2004. And in early September, in contemplation of the hearing, the General Counsel, served a Subpoena Duces Tecum on the Respondent, dated August 30, 2004.

The hearing in this matter opened on September 13, 2004 and the General Counsel showed up with his witnesses who were ready to testify. At this point, Mr. Yu, the President of the Respondent, notified me that he desired an adjournment because he had just retained counsel and was not prepared to go forward with this case. When I inquired about this situation and pointed out that the Respondent had filed two Answers to the Complaint by an attorney named Bruce Feffer, Mr. Yu alternatively stated that Feffer had been fired or had resigned. When I

[10] This Complaint was served on the Respondent and upon its Counsel Bruce Feffer Esq., who has an office at 61 Broadway, New York, New York, 10006. I therefore assume that Mr. Feffer was retained by the Respondent to represent it during the investigation of the charge.

asked when this occurred, Mr. Yu said about two months ago. When I asked when he had gotten new counsel, Mr. Yu stated that he had done so on Friday, September 10, 2004. When asked where his attorney was, Yu stated that she was busy in court and could not make it to the Board's hearing that day.

The Complaint in this case had issued almost four months before and the Respondent, who had not been represented by counsel for at least two months, had made no effort to obtain legal counsel until one business day before the hearing was scheduled to commence. Given these facts and the fact that the General Counsel's witnesses were present and ready to testify, I could see no legitimate reason to delay the hearing, where the delay would be due solely to the fault of the Respondent.

The Respondent's new counsel asserts that there is newly discovered evidence. But this is clearly not the case, except in the sense that when she was retained, the evidence was newly discovered by her. The key contention in this case is whether the individuals were employees or independent contractors. And the facts of that relationship were well known to the witnesses of both sides. Any other facts concerning the reasons why these individuals had their services terminated must already have been within the knowledge of the Company, whose officers or agents were the persons responsible for the actions taken at the time.

In light of the above, I see no reason to exercise my discretion to reopen this case.

I should note that the time for the filing of Briefs has elapsed and that the General Counsel has already filed his Brief. Nevertheless, if the Respondent wishes to file a Brief in this matter based on the existing record, she can do so by November 5, 2004.

I also want to suggest that the parties give further thought and effort to settle this case. In this regard, the parties should understand that any settlement of the NLRB case, (as opposed to findings of fact and law via a Decision), need not, with appropriate reservation language, be considered as res judicata or collateral estoppel for any potential legal proceedings before any other Federal or State Agencies. (e.g., for Federal and State income taxes, for New York State workers' compensation, for unemployment insurance, or for Fair Labor Standard overtime provisions, etc.)

October 19, 2004

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Raymond P. Green
Administrative Law Judge

**APPENDIX B**
**NOTICE TO EMPLOYEES**
**Posted by Order of the**
**National Labor Relations Board**
**An Agency of the United States Government**

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

**WE WILL NOT** discharge or threaten to discharge any of our employees who engage in work stoppages or other concerted activity to protest their wages, hours or other terms and conditions of employment.

**WE WILL NOT** threaten to blacklist or engage in blacklisting of any of our employees because they engage in protected concerted activity.

**WE WILL NOT** in like or related manner, interfere with, restrain or coerce our employees in the rights guaranteed to them by Section 7 of the Act.

**WE WILL** offer Ignacio Ventura, Andy Moa, Wascar Tejeda, Hector Prensa, Julio Del Orbe, Luis Rodriguez, Jose Marte, Juan Almonte, Maximo Acevedo, Manuel Hinojosa, Alex Justo and Henry Tejada, full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them.

**WE WILL** remove from our files any reference to the unlawful actions against the above named employees and within 3 days thereafter, notify them in writing, that this has been done and that the discharges will not be used against them in any way.

**WE WILL** retract any blacklist and/or negative references given to prospective or actual employers of the above named employees and we will notify any employers that we sent such references of this retraction.

**Atlantic Communications Corp.**
**(Employer)**

**Dated** _____ **By** _____
**(Representative)** **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.
26 Federal Plaza, NY 10278–0104, Telephone 212–264–0346. Hours: 9 a.m. to 5:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER 212-264-0346.